

RESOLUTION NO. 3355

RESOLUTION APPROVING THE "MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI AND CITY OF LODI CHAPTER, SAN JOAQUIN COUNTY EMPLOYEES ASSOCIATION, INC.," APPROVING SALARY INCREASES FOR THE LODI PUBLIC LIBRARY EMPLOYEES.

RESOLVED, that the "Memorandum of Understanding Between the City of Lodi and City of Lodi Chapter, San Joaquin County Employees Association, Inc.," dated February 9, 1970, a copy of which is annexed hereto and made a part hereof as if set forth in full herein, be and the same is hereby approved and adopted by the City Council of the City of Lodi

BE IT FURTHER RESOLVED, that in accordance with Resolution No. 3308, the above salary increases shall become effective as of September 1, 1969.

**Dated:** February 18, 1970

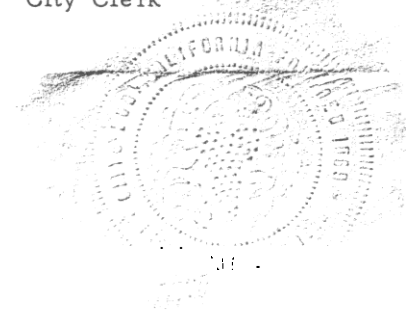
I hereby certify that the foregoing Resolution No. 3355 was passed and adopted by the City Council of the City of Lodi in regular meeting held February 18, 1970, by the following **vote:**

AYES: Councilmen - BROWN, CULBERTSON, HUNNELL, SCHAFFER and KIRSTEN

NOES: Councilmen - None

ABSENT: Councilmen - None

*Cassie L. Bennett*  
City Clerk



City of Lodi, California

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LODI

AND

CITY OF LODI CHAPTER,  
SAN JOAQUIN COUNTY EMPLOYEES ASSOCIATION, INC.

This Memorandum of Understanding between the City of Lodi and the City of Lodi Chapter, San Joaquin County Employees Association, Inc. constitutes the results of meeting and conferring in good faith as prescribed in Section 3505 of the Government Code of the State of California. The salaries and fringe benefits set forth in this agreement have been mutually agreed upon by the designated representatives of the City of Lodi and the City of Lodi Chapter, San Joaquin County Employees Association, Inc., hereinafter called Employees Association, and the signatories to this Memorandum of Understanding are the official representatives of said city and said employee organization.

This document shall be submitted to the Board of Trustees of the Lodi Public Library for that body's review and final determination. It shall then be presented to the City Council of the City of **Lodi** for that body's ratification.

In accordance with the terms and conditions of City of Lodi Resolution No. 3312 entitled, "Implementing Meyers-Miliias-Brown Act By Establishing Procedures **For** Administration Of Employer-Employee Relations Between The City of Lodi And Its Employee Organizations; And For Resolving

Matters Affecting Employment" formal recognition of the Employees Association for purposes of meeting and conferring in good faith as the majority representative of City of Lodi employees in the classified service has been granted in the following appropriate units:

1. Police Department - all sworn peace officers as defined by the Public Employees Retirement System.
2. Fire Department - all fire fighters as defined by the Public Employees Retirement System.
3. All miscellaneous employees except employees of the Utilities Department (the Account Clerk position in the Utilities Department is included as part of the miscellaneous employees unit.)

The terms and conditions of this Memorandum of Understanding are applicable to the following classes:

Janitor  
Librarian I  
Librarian II  
Library Assistant  
Library Clerk

The City of Lodi and the Employees Association mutually agree that existing salaries, hours and other terms and conditions of employment of the above enumerated classes represented by the Employees Association are amended as set forth herein and applicable ordinances, resolutions, rules and policies shall be appropriately amended to incorporate said agreements:

1. The City Council of the City of Lodi agrees to incorporate in a salary resolution to be effective September 1, 1969

the following salary adjustments mutually agreed to by  
authorized representatives of the Board of Trustees of  
the Lodi Public Library and the Employees Association:

CLASS

Janitor

Salary Range Effective 9-1-68 \$ 447 - 469 - 493 - 517 - 543

Salary Range Effective 9-1-69 \$ 469 - 493 - 517 - 543 - 570

Librarian I

Salary Range Effective 9-1-68 \$ 570 - 598 - 628 - 660 - 693

Salary Range Effective 9-1-69 \$ 613 - 644 - 676 - 710 - 745

Librarian II

Salary Range Effective 9-1-68 \$ 628 - 660 - 693 - 727 - 763

Salary Range Effective 9-1-69 \$ 676 - 710 - 745 - 782 - 821

Library Assistant

Salary Range Effective 9-1-68 \$ 481 - 505 - 530 - 556 - 584

Salary Range Effective 9-1-69 \$ 517 - 543 - 570 - 598 - 628

Library Clerk

**Salary Range Effective 9-1-68 \$ 405 - 425 - 447 - 469 - 493**

Salary Range Effective 9-1-69 \$ 436 - 458 - 481 - 505 - 530

2.(A) The City and the Employees Association mutually agree  
that at such time as the Group Insurance Plan contract is  
renewed, the City's medical coverage shall be amended to  
provide the following:

1. maximum charges for room and board as a part of  
hospital expenses shall be increased from \$28.00  
per day to \$37.00 per day.

2. the maximum benefit during the lifetime of each insured employee ~~or~~ dependent shall be increased from \$10,000 to \$20,000.
3. the period of eligibility shall be amended to provide that all full-time employees hired by "Regular Appointment" ~~as~~ defined in Rule VII, Section 8, Rules for Personnel Administration, City of Lodi, California, who are actively at work upon completion of thirty-one (31) calendar days of continuous employment will become insured on that date.

(B) The City and the Employees Association mutually agree that monies in the form of rebates granted by the insurance carrier shall be used to offset the cost of premiums, said rebates to be applied to the City and dependent premiums in the ratio of employee/dependent claims.

3. The City and the Employees Association mutually agree that when an employee is compelled to be absent from work due to injuries ~~or~~ illness arising out of and in the course of his employment he shall not be charged sick leave for the first seven (7) calendar days of said absence. After this initial period, and with the determination that the injury or illness is compensable in accordance with Workmen's Compensation benefit criteria, the employee upon receiving said benefits

paid by Workmen's Compensation will also receive compensation from the City in such an amount that when added to the Workmen's Compensation payment will equal his regular salary. The amount paid by the City will, after the initial seven (7) days, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City. The employee's net compensation shall not be greater than that net amount he would realize as a result of his regular pay schedule.

4. The City and the Employees Association mutually agree that effective January 1, 1970 police officers required to make court appearances during off-duty hours shall be compensated for such duty at the rate of time and one-half pay for actual hours involved in such appearances, but in ~~no~~ event shall they be paid for less than ~~two~~ (2) hours. Such appearances which represent an extension of a regular work day shall be compensated at the time and one-half rate only for actual hours worked.
5. The City and the Employees Association mutually agree that effective January 1, 1970 an annual uniform allowance shall be paid to those employees in the Police Department required to wear and/or maintain a uniform in the amount of \$120; and that an annual uniform allowance shall be paid to those employees in the Fire Department required to

wear and/or maintain a uniform in the amount of \$100.

The uniform allowance shall be paid quarterly in the months of March, June, September and December, and shall be for the previous three (3) months service. The allowance shall be prorated for service of less than three (3) months. Probationary employees shall earn uniform allowance, but shall not receive same until they have successfully completed their probationary period and then at such time as other uniform allowance disbursements are made.

6. The City and the Employees Association mutually agree that Admission Day (September 9) shall be observed annually as a holiday and shall be subject to the City's existing holiday observance policy.
7. The City and the Employees Association mutually agree that hours worked on a holiday as part of an employees regular work schedule shall be compensated at the rate of time and one-half compensatory time off. The application of this section to employees in the Fire Department is that when such an employee works a complete 24-hour shift which commences on a holiday said employee shall receive compensatory time off to total 18 hours.
8. The City and the Employees Association mutually agree that

based on data current with the execution of this Memorandum of Understanding the salary differential between certain classes in the Parks Division and related classes in the Public Works Department is established at five (5) percent, with the latter being higher. Unless data to the contrary so indicates, this differential shall be accomplished in two stages, the first of which is accomplished by the execution of this document. The spirit of this agreement is to ultimately realize this differential of five (5) percent consistent with data. Those classes effected and the relationship on which the differential is to be based is as follows:

Park Foreman - Street Foreman  
Park Maintenance Man I - Manitenance Man I  
Park Maintenance Man II - Maintenance Man II  
Park Maintenance Man III - Maintenance Man III  
Park Maintenance Specialist - Maintenance Man III

The class of Parks Gardener shall retain its interal relationship to other classes in the Parks Division.

9. The City and the Employees Association mutually agree that the following classes shall be reviewed during the next negotiating period as a special study:

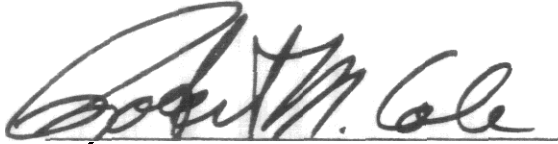
Accounts Collector  
Chief Building Inspector

This is to be a one-time study and these classes shall not be construed to be benchmark classes.



Except where otherwise provided herein, the terms and conditions of this Memorandum of Understanding shall become effective February 1, 1970.

For the City of Lodi Chapter,  
San Joaquin County Employees  
Association, Inc.

  
General Manager  
2/9/70  
Date

For the City of Lodi

  
Assistant City Manager  
2/6/70  
Date

  
President  
2/6/70  
Date